

9405260505

After recording, return to:

94 MAY 26 PM 12: 37

Tacoma Public Utilities
Purchasing Department
3628 S. 35th St.
Tacoma WA 98409

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

**INTERLOCAL BIDDING/PURCHASING AGREEMENT
BETWEEN CITY OF TACOMA AND CITY OF FEDERAL WAY**

This Agreement, made and entered into this 3rd day of May, 1994, by and between City of Tacoma, Washington, a municipal corporation (hereinafter referred to as "Tacoma") and City of Federal Way, Washington, a municipal corporation (hereinafter referred to as "City"), (collectively "parties").

WITNESSETH that:

1. The parties maintain, for the benefit of the citizens of their respective jurisdictions, an organized and standard bidding structure charged with the function of securing within the limits of all appropriate bidding laws of the State of Washington and the individual jurisdictions, and
2. The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and
3. It has been determined by each of the parties hereto that it would be in the best interests of the citizens of their services if, in some circumstances, the purchase of public works equipment, goods and services, can be purchased through a bidding process made up of more than one jurisdiction in the State of Washington; and
4. The parties hereto desire and by this agreement enter into an Interlocal Cooperative Bidding/Purchasing Agreement ("Agreement") wherein the parties can utilize each other's contracts where it is lawful and in their best interest to do so and may establish yearly bidding/purchasing for equipment, goods and services of mutual need requirements.

WHEREAS, the parties hereto desire to set forth their rights, duties and responsibilities with respect to applicable laws, ordinances, procedures as established by the parties hereto and the State of Washington. Tacoma and the City may elect not to exercise their right under this Agreement every year but may do so at any time the Agreement remains in effect, and

NOW, THEREFORE, for and in consideration of the procedures contained herein performed and to be performed, the parties hereto agree as follows:

9405260505 ORIGINAL

DP

Bidding/Purchasing Agreement
City of Tacoma and City of Federal Way
Page 2

1. The parties hereto, pursuant to Chapters 35 and 39 bidding laws, Revised Code of Washington, and pursuant to Chapter 39.34 of the Revised Code of Washington do hereby contract to cooperatively purchase goods, services and public work equipment as a result of competitive bidding and within the specifications established by and for Tacoma and the City. Once bidding has been finalized and parties have been notified, all parties will finalize their own individual arrangements, including option selection, selections, trade-in and delivery arrangements for goods, services and equipment directly with the applicable contractor.

2. Tacoma and the City agree that each party has no liability as far as the durability, serviceability, and warranty of the goods, services, and equipment selected. It is also agreed that the goods, services, and equipment selected shall be agreed upon by each individual party and will not be perceived as selected by the other party.

3. Tacoma and the City accept no responsibility of the performance of any contracts by the contractor, and Tacoma and the City accept no responsibility for payment of the purchase price for any contract entered into by the other party.

4. This Agreement is offered to allow the City and Tacoma the capability to purchase goods, services, and equipment designed specifically for their use and to take advantage of prices achieved by group participation.

5. Each party reserves the right to contract independently for the purchase of any particular class of goods or services with or without notice to the other party.

6. The parties reserve the right to exclude the other party from any particular purchasing contract with or without notice to the other party.

7. This Agreement may be amended at any time by the mutual written consent of the parties.

8. This Agreement shall take effect immediately and shall continue in effect until terminated. It may be terminated by either party by given ten (10) days written notice to the other. Provided, that termination shall not affect or impair joint purchases of the parties that are agreed to on or before the date of termination.

9405260505

Bidding/Purchasing Agreement
City of Tacoma and City of Federal Way
Page 3

9. Each party accepts responsibility for compliance with federal, state, or local laws and regulations including, in particular, that party's bidding requirements applicable to the acquisition of any goods, services, or equipment obtained through the cooperative process agreed to herein.

10. Neither party may delegate the performance of any contractual obligation to a third party unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

11. Each party shall be responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself, its elected official, agents, volunteers and employees. Neither party assumes responsibility to the other party for the consequences of an act or admission of any person, firm or corporation not a party to this Agreement.

12. Any provision of this Agreement which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity of enforcement to such provisions.

13. The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.

a. City of Tacoma:

Kristin Jensen, C.P.M.
Purchasing Manager
3628 South 35th Street
P. O. Box 11007
Tacoma, WA 98411-0007
(206) 502-8248/Fax: (206) 502-8372

b. City of Federal Way:

Debbie Murphy
Purchasing Coordinator
33530 1st Way S.
Federal Way, WA 98003
(206) 661-4077/Fax: (206) 661-4075

14. A copy of this Agreement shall be filed with the Secretary of State, the City Clerk of the Cities of Tacoma and Federal Way, and the County Auditor for the Counties of Pierce and King.

9405260505

**Bidding/Purchasing Agreement
City of Tacoma and City of Federal Way
Page 4**

IN WITNESS WHEREOF the parties have hereunto placed their hand and seals on the day and year indicated.

CITY OF TACOMA, WASHINGTON

CITY OF FEDERAL WAY, WASHINGTON

BY: [Signature]

BY: [Signature]
Kenneth E. Nyberg
City Manager

Date: May 9, 1994

Date: May 3, 1994

Approved as to Form for
City of Tacoma:

Approved as to Form for
City of Federal Way:

[Signature]
Assistant City Attorney

[Signature]
for City Attorney, Carolyn A. Lake

ATTEST: This _____ day of _____, 1994.

ATTEST: This 3rd day of May, 1994.

Tacoma City Clerk

[Signature]
Maureen M. Swaney, CMC
Federal Way City Clerk

SEALS OMITTED